

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Jerry Echemann, Josh Meyer and J. P. Dutton, Commissioners and Bonnie Zuzak, Clerk of the Board.

**MEETINGS ARE NOW BEING RECORDED**  
**ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS**  
**PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.**

**IN THE MATTER OF APPROVING RECAPITULATION OF VOUCHERS FOR THE VARIOUS FUNDS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

**IN THE TOTAL AMOUNT OF \$1,590,859.87**

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF TRANSFERS WITHIN FUND**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the following transfers within fund for the following funds:

**A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0082-A002-C38.000 Other Expenses	E-0082-A002-C32.010 Supplies	\$2,000.00

**S30 OAKVIEW JUVENILE REHABILITATION**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S51.002 Salaries	E-8010-S030-S40.000 Grant Holding	\$16,956.13
E-8010-S030-S60.000 Maintenance	E-8010-S030-S40.001 Grant Holding	\$46.03

**S70 BELMONT COUNTY SENIOR PROGRAMS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-5005-S070-S06.006 Hospitalization	E-5005-S070-S22.006 Life	\$250.00

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the following transfers between funds as follows:

**A00 GENERAL FUND AND O54 DEBIT SERVICES-COUNTY ISSUES**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-9256-O054-O21.574 Transfers In	\$233,652.34

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the following dates:

**\*\*JANUARY 3, 2024\*\***

**A00 GENERAL FUND**

E-0257-A015-A15.074	Transfers Out	\$233,652.34
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**\*\*SEPTEMBER 11, 2024\*\***

**A00 GENERAL FUND**

E-0131-A006-A04.002	Road Salaries	\$3,851.08
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**M62 INTAKE COORDINATOR/JUVENILE COURT**

E-0400-M062-M02.000	Other Expenses	\$4,990.00
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**M67 ALTERNATIVE SCHOOL/JUVENILE COURT**

E-0400-M067-M01.002	Salaries	\$70,000.00
E-0400-M067-M02.003	PERS	\$10,000.00
E-0400-M067-M04.005	Medicare	\$2,000.00
E-0400-M067-M05.008	Insurances	\$27,610.85
E-0400-M067-M06.012	Equipment	\$20,000.00

**S30 OAKVIEW JUVENILE REHABILITATION**

E-8010-S030-S54.000	Food	\$3,184.03
E-8010-S030-S55.010	Supplies	\$300.00

**S32 OAKVIEW JUVENILE-ACTIVITY FUND**

E-8012-S032-S00.000	Activity Fund	\$244.48
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**S33 DISTRICT DETENTION HOME/SARGUS**

E-0910-S033-S33.002	Salaries	\$100,000.00
E-0910-S033-S38.011	Contract Services	\$20,000.00
E-0910-S033-S44.003	OPERS/STRS	\$25,000.00
E-0910-S033-S47.006	Hospitalization	\$50,000.00
E-0910-S033-S50.005	Medicare	\$5,000.00
E-0910-S033-S65.011	Contract Services/GS	\$10,000.00
E-0910-S033-S69.000	Activities/GS	\$1,000.00

**S75 MHAS SUBSIDY GRANT/COMMON PLEAS**

E-1518-S075-S03.002	Salaries	\$55,000.00
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**S85 JUVENILE COURT-COMPUTER FUND**

E-1582-S085-S08.000	Computer Expenses	\$493.00
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**S96 JUVENILE COURT-GEN SPEC PROJECTS**

E-1589-S096-S12.000	Other Expenses	\$8,234.59
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**W20 LAW LIBRARY**

E-9720-W020-W02.002	Salary	\$3,000.00
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September 11, 2024

E-9720-W020-W05.005	Medicare	\$100.00
E-9720-W020-W07.010	Supplies	\$8,168.25
<b><u>W98 WELLNESS GRANT</u></b>		
E-1498-W098-W21.000	2024 Expenses	\$8,550.00
<b><u>Y41 INDIGENT APPLICATION FEES/AUDITOR</u></b>		
E-9841-Y041-Y01.000	Remit to State	\$256.60
E-9841-Y041-Y02.000	Remit to County	\$1,026.40

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF REQUEST FOR CERTIFICATION OF MONIES BY THE BUDGET COMMISSION**

Motion made by Mr. Echemann, seconded by Mr. Meyer to request the Belmont County Budget Commission certify the following monies. **W98 CEBCO WELLNESS GRANT FUND-\$8,550.00** paid into R-1498-W098-W20.501, Grant-2023 on 02/24/2024.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ACKNOWLEDGING BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE INTEREST REPORT AND INVESTMENT PORTFOLIO FOR THE MONTH OF AUGUST 2024**

Motion made by Mr. Echemann, seconded by Mr. Meyer to acknowledge the Belmont County Commissioners received and reviewed the following from the Belmont County Treasurer's Office:

- Interest Report and Investment Portfolio for the month of August 2024.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ACKNOWLEDGING THE BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE MONTHLY FINANCIAL REPORT FOR AUGUST 2024**

Motion made by Mr. Echemann, seconded by Mr. Meyer to acknowledge the Belmont County Commissioners received and reviewed the following from the Belmont County Auditor's Office:

- Monthly Financial Report for the month of August 2024.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL**

Motion made by Mr. Echemann, seconded by Mr. Meyer granting permission for county employees to travel as follows:

**DJFS**-David Williamson to Lore City, OH, on October 10, 2024, to attend the TPOC Info Session. Estimated expenses: \$105.61.

**HR DEPARTMENT**-Erin McVay to Columbus, OH, on September 13, 2024, to attend the CORSA annual meeting. A county vehicle will be used for travel. Erin McVay to Bellville, OH, on September 20, 2024, to attend the CLCCA Fall meeting. A county vehicle will be used for travel.

**SSOBC**-Stacy Zimmer to Columbus, OH, on September 11, 2024, to attend the Gordon Food Service Show.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF APPROVING MINUTES OF REGULAR BOARD OF COMMISSIONERS MEETING**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of September 4, 2024.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF HIRING CHRISTY DEVORE AS FULL-TIME TREATMENT FOSTER CARE PROGRAM LEADER**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the hire of Christy Devore, full-time Treatment Foster Care Program Leader at Belmont County Department of Job and Family Services, effective September 16, 2024.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF KATHERINE BAYNESS, FULL-TIME HUMAN RESOURCES ADMINISTRATOR**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the resignation of Katherine Bayness, full-time Human Resources Administrator for the Belmont County Commissioners, effective September 20, 2024.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ACCEPTING QUOTE #D21727 FROM PITTSBURGH SPRAY/ANIMAL SHELTER**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept Quote #D21727 from Pittsburgh Spray, in the amount of \$2,194.85, for seven retractable heavy duty hose rails for the Belmont County Animal Shelter.

Note: BWC grant 75%, Local share 25%.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ACCEPTING QUOTE #0000041 FROM SUNMAX INTERNATIONAL SUPPLIES, INC/ANIMAL SHELTER**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept Quote #0000041 from SUNMAX International Supplies Inc., in the amount of \$3,999.00, for one self-propelled floor scrubber for the Belmont County Animal Shelter.

Note: BWC grant 75%, Local share 25%.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF APPROVING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR KIM ELLEN COSTELLO/BELOMAR**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for Kim Ellen Costello, for a mortgage deed dated May 18, 2017, as recorded in Volume 0692 pages 42-44 in the Belmont County Recorder's Office, based upon the recommendation of Natalie Hamilton, Belomar Regional Council.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated May 18, 2017 and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0692 at pages 42-44 and executed by Kim Ellen Costello to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

9-11-24  
Date

Belmont County Commissioners:

By: Jerry Echemann /s/  
Jerry Echemann, President  
Josh Meyer /s/  
Josh Meyer  
J. P. Dutton /s/  
J. P. Dutton

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF APPROVING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR LEONARD BOWERS/BELOMAR**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for Leonard Bowers, for a mortgage deed dated October 4, 2023, as recorded in Volume 0916 pages 5673-5675 in the Belmont County Recorder's Office, based upon the recommendation of Natalie Hamilton, Belomar Regional Council.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated October 4, 2023 and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0916 at pages 5673-5675 and executed by Leonard Bowers to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

9-11-24  
Date

Belmont County Commissioners:

By: Jerry Echemann /s/  
Jerry Echemann, President  
Josh Meyer /s/  
Josh Meyer  
J. P. Dutton /s/  
J. P. Dutton

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF APPROVING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR JASON AND ALICIA WILLIAMS/BELOMAR**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for Jason and Alicia Williams, for a mortgage deed dated April 28, 1998, as recorded in Volume 0700 pages 411-413 in the Belmont County Recorder's Office, based upon the recommendation of Natalie Hamilton, Belomar Regional Council.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated April 28, 1998 and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0700 at pages 411-413 and executed by Jason and Alicia Williams to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

9-11-24  
Date

Belmont County Commissioners:

By: Jerry Echemann /s/  
Jerry Echemann, President  
Josh Meyer /s/  
Josh Meyer  
J. P. Dutton /s/  
J. P. Dutton

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF LIQUOR LICENSE TRANSFER  
FROM NOORUL SABA NAVEED, DBA 202 U SAVE  
FUEL PLAZA TO MAHANTRAJ LLC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for the transfer of a C1 and C2 liquor license, Permit No. 6320350 from Noorul Saba Naveed, dba 202 U Save Fuel Plaza, 66190 Barnesville Hendrysburg Road, Kirkwood Township, Barnesville, Ohio 43713 to Mahantraj LLC at above address. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ADOPTING THE RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR**

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR (BOARD OF COUNTY COMMISSIONERS)**

**Rev. Code, Secs. 5705.34, .35**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 11th day of September, 2024, at the office of the Belmont County Commissioners with the following members present:

Mr. Echemann  
Mr. Meyer  
Mr. Dutton

Mr. Echemann moved the adoption of the following Resolution:

**WHEREAS**, this Board of County Commissioners in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1st, 2025; and

**WHEREAS**, the Budget Commission of Belmont County, Ohio, has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within, the ten mill tax limitation; therefore, be it

**RESOLVED**, By the Board of County Commissioners of Belmont County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

**RESOLVED**, That there be and is hereby levied on the tax duplicate of said County the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

**SCHEDULE A**

**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES**

FUND	Amount Approved by Budget Commission Inside 10 M. Limitation	Amount to be Derived From Levies Outside 10 M. Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
A. General Fund	\$4,990,109.36		2.30	
D. Children Service Fund		636,586.44		.65
E. Children Service Fund		652,400.16		.35
O. Mental Health Fund		2,330,003.64		1.25
Q. Developmental Disabilities (MRDD)		1,239,680.17		1.00
Q. Developmental Disabilities (MRDD)		2,636,920.81		2.00
Q. Developmental Disabilities (MRDD)		1,977,690.33		1.50
Q. Developmental Disabilities (MRDD)		3,685,178.45		2.50
Q. Senior Services		1,787,810.08		1.00
Q.Senior Services		2,681,714.32		1.50
Q.Road Construction Funds				
Q. Other-Misc. Construction Funds				
S. Relief/Welfare Special Levy Funds				
S. Child Welfare Services Special Levy Funds- Children Services				
S. Mental Health Special Levy Funds				
S. Airports and Commerce Special Levy Funds				
S. Special Levy Funds- Senior Citizens				

<b>S. Other-Miscellaneous Special Levy Funds-MRDD</b>				
<b>S. Other Miscellaneous-911 Upgrade</b>		<b>1,593,799.89</b>		<b>0.75</b>
<b>Total</b>	<b>\$4,990,109.36</b>	<b>\$19,221,784.29</b>	<b>2.30</b>	<b>12.50</b>

**SCHEDULE B  
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES**

FUND	YEAR	Maximum Rate Authorized To Be Levied	County Auditor's Estimate of Yield of Levy (Carry to Schedule A, Column II)
<b>GENERAL FUND:</b>			
Current expense levy authorized by voters on Not to exceed	Years.		
Current expense levy authorized by voters on Not to exceed	Years		
Current expense levy authorized by voters on Not to exceed	Years		
Current expense levy authorized by voters on Not to exceed	Years		
TOTAL GENERAL FUND OUTSIDE 10 M. LIMITATION			
<b>SPECIAL LEVY FUNDS:</b>			
Levy authorized by voters on not to exceed	<b>Mental Health</b> <b>10</b> Years	<b>11/03/15</b> 1.25	2,330,003.64
Levy authorized by voters on not to exceed	<b>Children Services</b> <b>10</b> Years	<b>11/04/14</b> .65	636,586.44
Levy authorized by voters on not to exceed	<b>Children Services</b> <b>10</b> Years	<b>11/03/15</b> .35	652,400.16
Levy authorized by voters on not to exceed	<b>Senior Services</b> <b>5</b> Years	<b>11/02/21</b> 1.00	1,787,810.08
Levy authorized by voters on not to exceed	<b>Senior Services</b> <b>5</b> Years	<b>11/08/22</b> 1.50	2,681,714.32
Levy authorized by voters on not to exceed	<b>MRDD</b> <b>Continuous</b> Years	<b>11/04/80</b> 1.00	1,239,680.17
Levy authorized by voters on not to exceed	<b>MRDD</b> <b>Continuous</b> Years	<b>05/07/85</b> 2.00	2,636,920.81
Levy authorized by voters on not to exceed	<b>MRDD</b> <b>Continuous</b> Years	<b>11/04/86</b> 1.50	1,977,690.33
Levy authorized by voters on not to exceed	<b>MRDD</b> <b>Continuous</b> Years	<b>05/04/99</b> 2.50	3,685,178.45
Levy authorized by voters on not to exceed	911 Upgrade <b>5</b> Years	<b>11/02/21</b> 0.75	1,593,799.89
		<b>12.50</b>	<b>19,221,784.29</b>

And be it further

**RESOLVED**, That the Clerk of this Board be and she is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

Mr. Echemann seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

Mr. Echemann            Yes  
Mr. Meyer                Yes  
Mr. Dutton               Yes

Adopted the 11<sup>th</sup> day of September, 2024  
Year:

Bonnie Zuzak /s/  
Bonnie Zuzak  
Clerk of the Board of County Commissioners of  
Belmont County, Ohio.

*Note: This action is necessary annually as part of the budgetary process. The board is accepting the County Auditor's estimates of revenues to be generated by the tax levies for fiscal year 2025.*

**IN THE MATTER OF APPROVING THE CONTRACT FOR SALE  
AND PURCHASE OF REAL PROPERTY WITHOUT BUILDING(S)  
BETWEEN THE BELMONT COUNTY COMMISSIONERS AND  
STARVAGGI INDUSTRIES, INC/ENGINEER'S**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Contract for Sale and Purchase of Real Property Without Building(s) between the Belmont County Commissioners and Starvaggi Industries, Inc., in the amount of \$369.00 for the purchase of part of a 0.130 acre parcel and 0.098 acre parcel located in Pease Township, S-19, T-4, R-2.

*Note: This land is needed for right-of-way for upcoming Belmont County Engineer's Department Project BEL-CR 4-27.05 (Bridge Replacement on Glenn Run Road).*

ODOT LPA RE 840-L  
Rev. 10/2017

CSR  
LPA

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY  
WITHOUT BUILDING(S)**

PARCEL(S): 4-WD  
BEL-CR4-27.05

This Agreement is by and between the Belmont County Commissioners, Belmont County, Ohio ["Purchaser"] and Starvaggi Industries, Incorporated, a West Virginia corporation, ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

**1. Price and Consideration**

Purchaser shall pay to Seller the sum of \$369.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e).

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes, and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

**2. Estate Sold and Deed to Transfer**

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used

with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

**3. Limited Access Parcels - Waiver of Abutters' Rights**

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

**4. Supplemental Instruments**

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

**5. Warranty of Title**

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

**6. Elimination of Others' Interests**

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

**7. No Change in Character of Property**

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

**8. Offer to Sell**

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

**9. Designation of Escrow Agent**

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.



**10. Closing Date**

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

**11. Physical Possession of Structures Occupied by Seller**

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

**12. Control of Property Occupied by Seller's Tenant(s)**

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

**13. Binding Agreement**

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

**14. Multiple Originals**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

**15. Entire Agreement**

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

**16. Amendments and Modifications**

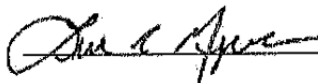
No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the Belmont County Commissioners, Belmont County, Ohio and Starvaggi Industries, Incorporated, a West Virginia corporation, have executed this Agreement on the date(s) indicated immediately below their respective signature(s).

ODOT LPA RE 833-C  
Rev. 12/2021

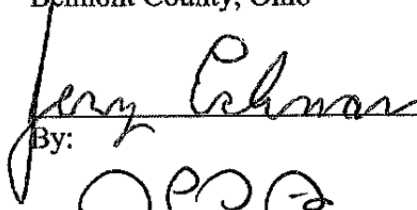
Corporations & LLC ACK for Contracts

Starvaggi Industries, Incorporated,  
a West Virginia corporation

By: 

Date: 9/3/2024

The Belmont County Commissioners  
Belmont County, Ohio

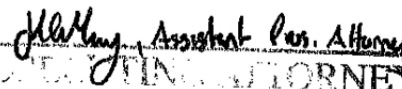
By: 

By: 

By: 

Date: 9-11-24

**APPROVED AS TO FORM:**

Page 5 of 5   
ASSISTANT PER. ATTORNEY

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**AGREEMENT WITH OHIO GATHERING COMPANY/ENGINEER'S**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into a **Roadway Use Maintenance Agreement** with Ohio Gathering Company, effective September 11, 2024, for the use of 1.15 miles of CR-92 for drilling activity.

*Note: County-wide bond #K15756408 for \$1 million on file.*

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT  
FOR DRILLING PROJECTS AND INFRASTRUCTURE**

**THIS AGREEMENT** is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Ohio Gathering Company, L.L.C., whose address is Industrial Park Road, Cadiz, Ohio 43907 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

**WHEREAS**, Authority has control of the several county/township roads within Wayne Township, in Belmont County, Ohio and is required by law to keep such roads in good repair; and

**WHEREAS**, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the [West to CR-92], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [West to CR-92] (hereafter collectively referred to as "oil and gas development site") located in Wayne Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 1.15 miles of CR-92 ( ) for the purpose of ingress to and egress from the [West to CR-92], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [West to CR-92] (hereinafter referred to collectively as "Drilling Activity"); and

**WHEREAS**, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Drilling Activity; and

**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

**NOW THEREFORE**, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their preDrilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.

**FURTHER**, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Drilling Activity, prior to the start of Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

**BOTH PARTIES FURTHER AGREE** to the following additional terms and conditions:

1. The portion of CR 92, to be utilized by Operator hereunder, is that exclusive portion beginning at Intersection of SR-26 (New Castle Road. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR ( 92 ) for any of its Drilling Activities hereunder.
2. The portion of CR/TR ( ), to be utilized by Operator hereunder, is that exclusive portion beginning at wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR for any of its Drilling Activities hereunder.
3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$230,000 & 00/100 DOLLARS (\$ 200,000.00) per mile.

However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this

agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

- 11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement
- 12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
- 13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
- 14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
- 15. Agreement shall be governed by the laws of the State of Ohio.
- 16. This Agreement shall be in effect on ~~TBD~~ September 11, 2024.

Executed in duplicate on the dates set forth below.

**Authority**

By: Jerry Echemann /s/  
Commissioner/Trustee

By: J. P. Dutton /s/  
Commissioner/Trustee

By: Josh Meyer /s/  
Commissioner/Trustee

By: Terry Lively /s/  
Belmont County Engineer

Dated: 9-11-24

Approved as to Form:

Jacob Manning /s/ Assistant Pros. Attorney

Upon roll call the vote was as follows:

**Operator**

By: Ryan Alderson /s/

Printed name: Ryan Alderson

Company Name: MPLX/OGG L.L.C.

Title: Permit Supervisor

Dated: 7/24/2024

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ENTERING INTO EMERGENCY MEDICAL SERVICE CONTRACTS WITH VARIOUS PROVIDERS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into Emergency Medical Service Contracts, pursuant to ORC 307.05, with the following nineteen providers effective September 11, 2024 through the first quarter of 2025. The following Providers shall receive a single payment of \$6,800.00 each to enhance the Provider's ability to furnish emergency medical services to the residents of Belmont County within its general locale.

- Barnesville Fire & EMS
- Barton Volunteer Fire Department
- Belmont Volunteer Fire Department
- Bethesda Volunteer Fire Department
- Bridgeport Volunteer Fire Department
- Brookside Volunteer Fire Department
- Colerain Volunteer Fire Company
- The Flushing Volunteer Fire Department, Inc.
- Holloway Volunteer Fire Department
- Lafferty Volunteer Fire Department, Inc.
- Martins Ferry Fire & Emergency Squad
- The Neff Volunteer Fire Department
- OR&W Fire District (Shadyside and Mead Twp.)
- Powhatan Emergency Squad
- The Smith Township Volunteer Fire Company
- Somerton Volunteer Fire Company
- The Spirit of '76 Volunteer Fire Department
- Sunset Heights Volunteer Fire Department
- Wolfhurst Central Volunteer Fire Department

Note: The Board of Commissioners may, but is not required to, give financial assistance to emergency medical providers per ORC 307.05.

**EMERGENCY MEDICAL SERVICES CONTRACT**

This contract is made and entered into this 11th day of September, 2024, by and between the Belmont County Board of Commissioners, hereinafter referred to as the County, and see above list of entities, hereinafter referred to as the Provider, and represents that it is a, municipal corporation, joint emergency medical services district, fire and ambulance district, or a non-profit corporation providing emergency medical services per ORC 4765.01(H) located within the State of Ohio.

WHEREAS, pursuant to ORC 307.05, the Board of County Commissioners may, but is not required to, enter into a contract with one or more entities to furnish or obtain emergency medical services for the residents of Belmont County, Ohio; and

WHEREAS, Provider, through various funding mechanisms, is providing a level of emergency medical services to the residents of Belmont County within Provider's general locale; and

WHEREAS, County desires to enter into this contract with Provider to supply additional funds to Provider, to enhance the level of emergency medical services that Provider can furnish to the residents of Belmont County;

NOW, THEREFORE, IT IS HEREIN AGREED by and between the parties as follows:

- 1) The Provider is not a public agency or non-profit corporation that receives more than half of its operating funds from governmental entities with the intention of directly competing with the operation of other ambulance service organizations, non-emergency patient transport services, or emergency medical service organizations in the county.
- 2) The Provider is an independent operator working and operating under its own direction and control and using its own facilities, equipment, and personnel, and is in no manner controlled by the County.
- 3) The Provider shall furnish emergency medical services to the residents of Belmont County within its general jurisdiction and locale.
- 4) The Provider shall receive a single payment of \$6,800.00 from the County to enhance the Provider's ability to furnish emergency medical services to the residents of Belmont County within its general locale during the contract period.
- 5) The Provider shall, throughout the duration of this contract, maintain coverage through the Ohio Bureau of Workers' Compensation and shall submit a current certificate of BWC coverage to the County upon the execution of this contract.
- 6) The Provider shall keep in effect, at its sole expense, automobile insurance and commercial general liability insurance for bodily injury and property damage arising out of this contract. The Provider shall carry liability limits not less than \$1,000,000 per occurrence and will name the County as an additional insured. The Provider shall submit proof of coverage to the County upon the execution of this contract.
- 7) The Provider shall indemnify and hold harmless the County, its elected officials, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Provider, any person directly or indirectly employed by the Provider or any person for whose acts they may

be liable. The Provider further agrees to defend the County, its elected officials, agents and employees in any lawsuit, arbitration or other legal proceeding seeking recovery as a result of any accident or incident arising out of or in any way connected with this contract. This contract shall be in full force and effect from the date of signing until the 1st quarter of 2025.

**BELMONT COUNTY COMMISSIONERS**

**SEE ABOVE LIST OF ENTITIES**

Jerry Echemann /s/

J. P. Dutton /s/

Josh Meyer /s/

**APPROVED AS TO FORM:**

By: Jacob Manning /s/

Title: Jacob Manning, Belmont County  
Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND KENDALL BEHAVIORAL SOLUTIONS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and Kendall Behavioral Solutions, in the not to exceed amount of \$35,000.00, effective September 11, 2024 through June 30, 2025 to provide Foster Care/Kinship Support Groups and Educational Workshops.

*Note: This will help address the behavioral health needs of children placed in county licensed foster homes and provide foster and kinship families with support and educational workshops.*

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

**Purchase of the Performance of Services Contract**

**Foster Care/Kinship Support Groups and Educational Workshops**

**Whereas**, this contract, entered into on this **11th** day of **September, 2024**, by and between the Belmont County Department of Job and Family Services (hereinafter “Agency”) and Kendall Behavioral Solutions (hereinafter “Contractor”), is for the purchase of the performance of the following services: providing educational and support groups for foster families and kinship families.

**I PURPOSE**

The purpose of these services is to address the behavioral health needs of children placed in county licensed foster homes and provide foster and kinship families with support and educational workshops with the long-term goal of preserving placements and increasing foster and kin family’s willingness to accept placement of children with challenging behaviors.

**II PARTIES**

The parties to this agreement are as follows:

**Agency:** The Belmont County Department of Job and Family Services  
68145 Hammond Road  
St. Clairsville, OH 43950  
740-695-1075

**Contractor:** Kendall Behavioral Solutions  
805 Walnut Street  
Martins Ferry, OH 43935  
740-609-5072

**III CONTRACT PERIOD**

This contract and its terms are effective September 11, 2024, to June 30, 2025.

**IV DEFINITIONS**

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Participants

A participant is an individual who has been determined to be eligible to participate in and who is receiving foster care services in agency licensed foster homes and/or kinship homes placed by Belmont County Children Services.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

**V SCOPE OF WORK**

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Agency agree to perform the following services to the level of performance as herein stated:

**A. Contractor Responsibilities**

- Contractor will accept referrals from staff of Belmont County Children Services for children placed in county licensed foster or approved kinship homes. Services will include, but not necessarily limited to, behavior management, consultation, follow-up, and crisis services, support and educational groups. Services may be provided in-person or virtually.
- Contractor responsibilities include: providing educational workshops and support groups for foster and kinship homes, conducting assessments of children and youth in foster homes, meeting with foster parents, developing and implementing intervention plans, ongoing monitoring and revisions (if necessary) of plans, being available via phone or in person during crises, providing reports to staff of referring agencies, etc.,
- Contractor agrees to provide agency with an emergency contact number.
- Contractor agrees that all records, documents and client records processed by provider under this contract are confidential and shall be handled per applicable guidelines.
- Contractor agrees that they will not use any information or records created under this contract for any purpose other than to fulfill the contractual duties specified within this contract.
- Contractor shall meet all service requirements of this contract.
- Contractor’s failure to perform services as required herein is a breach of this contract, thus triggering Agency’s right to terminate, cancel, rescind, and modify this contract as well as Agency’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
- Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor’s failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Agency’s right to terminate, cancel, rescind, and modify this contract as well as Agency’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

**B. Agency Responsibilities**

1. Agencies will refer eligible families to the contractor.
2. Agency will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

**C. Performance Standards**

To reach the outcome and purpose stated herein, performance of services under this contract must meet the following standards:

Contractor will meet, either virtually or in person with foster families referred for services within 48 hours of the time of referral.

**D. Performance Reporting**

1. Contractor will complete monthly billing and provide to the Agency an invoice for services provided and incorporated into this agreement. These reports are due on the 10<sup>th</sup> of the following month and will include all required information for the entire prior month, from the 1<sup>st</sup> to the last day of that month.
2. Agency agrees to compensate contractor at a rate of seven-thousand five-hundred dollars (\$7,500) per 12-week group. In home visits for those children with whom ongoing behavioral health services are provided will be paid at a rate of \$37.50 per quarter hours. This rate will be paid for direct, fact-to-face services and services provided virtually.
3. Monthly invoices will include the Name of the Foster Family and child being served and the hours of service provide.

**E. Evaluation and Monitoring**

Agency shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off- and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Agency will provide Contractor with notice prior to any evaluation or monitoring activity. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Agency's rights of termination, cancellation, rescission, modification, remuneration and repayment.

**VI AVAILABILITY OF FUNDS**

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$35,000**.

All financial obligations of Agency under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

**VII ALLOWABLE COSTS**

Agency will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

**VIII BILLING, PAYMENT AND COSTS**

Invoices will be submitted each month by the Contractor no later than the 10<sup>th</sup> day of the following month. Failure to submit this information on time may be a breach of this contract. Agency will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Agency may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

**IX DUPLICATE BILLING**

Contractor warrants that claims made to Agency for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit use of multiple sources of funds, public or private, to serve participants, as long as each service is not paid for more than once.

**X AUDIT RESPONSIBILITY AND REPAYMENT**

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract. Audits may be conducted using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

Contractor agrees to repay Agency the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Agency may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract, if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.

Agency, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

**XI DISPOSITION OF ASSETS**

Assets purchased under this agreement shall be the property of Agency and shall be delivered to Agency when the term of this contract expires.

**XII WARRANTY**

Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

**XIII INSURANCE**

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage.

**XIV NOTICE**

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

**XV AVAILABILITY AND RETENTION OF RECORDS**

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Agency all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Agency, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

**XVI CONFIDENTIALITY**

Contractor agrees to comply with all federal and state laws applicable to Agency and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Agency's consumers for any purpose not directly related to the performance of this contract is prohibited.

**XVII CONFLICT OF INTEREST AND DISCLOSURE**

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Agency, as long as this other work does not interfere with Contractor's performance of services under this contract.

Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no

financial interest was involved on the part of any of Agency's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Agency will gain financially or receive personal favors as a result of the signing or implementation of this contract.

Contractor will report the discovery of any potential conflict of interest to Agency. Should a conflict of interest be discovered during the term of this contract, Agency

may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.

Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a County employee has with Contractor or in its business.

#### **XXVIII COMPLIANCE**

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the BCDJFS's policy in the performance of work under this contract. Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees.

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or

this contract shall be void as of that date.

#### **XIX RELATIONSHIP**

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Agency. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Agency, the Belmont County Board of Commissioners and the BCDJFS.

#### **XX ASSIGNMENTS**

Contractor shall not assign this contract without express, prior, written approval of Agency.

#### **XXI SUBCONTRACTS**

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Agency.

In the event Agency approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance

hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely

responsible for making payments to any and all subcontractors for any services they

may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

#### **XXII INTEGRATION, MODIFICATION AND AMENDMENT**

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supersedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

#### **XXIII TERMINATION**

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Agency must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

#### **XXIV BREACH OF CONTRACT**

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission and modification, as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

#### **XXV WAIVER**

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

#### **XXVI INDEMNIFICATION**

Contractor agrees to protect, defend, indemnify and hold free and harmless Agency, its officers, employees and agents, the Belmont County Board of County Commissioners and the BCDJFS against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

#### **XXVII GOVERNING LAW AND FORUM**

This contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

#### **XXVIII SEVERABILITY**

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

#### **XXIX NON-DISCRIMINATION**

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws.



Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

**XXX CHILD SUPPORT ENFORCEMENT**

Contractor agrees to cooperate with Agency, ODJFS and any other child support enforcement agency in ensuring that Contractor’s employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

**XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS**

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Agency’s Ohio Works First customers.

**XXXII DRUG-FREE WORKPLACE**

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**XXXIII COPELAND “ANTI-KICKBACK” ACT**

Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

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**XLI PROCUREMENT**

Contractor will follow required procurement policies and laws as applicable and as advised by the Agency.

**SIGNATURES**

<u>Jeffery Felton /s/</u>	<u>9/9/2024</u>
<b>Jeffery L. Felton, Director</b>	<b>Date</b>
<b>Belmont County Department of Job and Family Services</b>	
<u>J. P. Dutton /s/</u>	<u>9-11-24</u>
<b>J.P. Dutton, Belmont County Commissioner</b>	<b>Date</b>
<u>Josh Meyer /s/</u>	<u>9-11-24</u>
<b>Josh Meyer, Belmont County Commissioner</b>	<b>Date</b>
<u>Jerry Echemann /s/</u>	<u>9-11-24</u>
<b>Jerry Echemann, Belmont County Commissioner</b>	<b>Date</b>
<u>Katie Kendall /s/</u>	<u>9/9/2024</u>
<b>Kendall Behavior Solutions</b>	<b>Date</b>
<u>Jacob Manning /s/</u>	<u>9/9/2024</u>
<b>Approved as to form:</b>	<b>Date</b>
<b>Belmont County Prosecutor</b>	

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND KENDALL BEHAVIORAL SOLUTIONS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and Kendall Behavioral Solutions, in the not to exceed amount of \$65,000.00, effective September 11, 2024 through June 30, 2025 to provide Behavioral Support and Crisis Services.

*Note: This will help address the behavioral health needs of children placed in Treatment Foster Homes.*

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
Purchase of the Performance of Services Contract  
Behavioral Support and Crisis Services**

**Whereas**, this contract, entered into on this 11th day of September 2024, by and between the Belmont County Department of Job and Family Services (hereinafter “Agency”) and Kendall Behavioral Solutions (hereinafter “Contractor”), is for the purchase of the following services: crisis and ongoing behavior management services to assist Treatment Foster Families in the treatment of children placed in their homes as well as assisting in the transition of these youth into subsequent care settings.

**I PURPOSE**

The purpose of these services is to address the behavioral health needs of children placed in Treatment Foster Homes licensed by Belmont, Morgan, or Jefferson Counties with the goal of reducing reliance on congregate treatment settings by providing services and support to multi-need youth and their Treatment Foster Families.

**II PARTIES**

The parties to this agreement are as follows:

**Agency:** The Belmont County Department of Job and Family Services  
68145 Hammond Road  
St. Clairsville, OH 43950  
740-695-1075



**Contractor:** Kendall Behavioral Solutions  
805 Walnut Street  
Martins Ferry, OH 43935  
740-609-5072

**III CONTRACT PERIOD**

This contract and its terms are effective, September 11, 2024, to June 30, 2025.

**IV DEFINITIONS**

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Participants

A participant is an individual who has been determined to be eligible to participate in and who is receiving Treatment Foster care services in agency licensed foster homes in Belmont County, Morgan, and Jefferson Counties. Participants include licensed Treatment Foster Homes and the youth placed in these homes.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

**V SCOPE OF WORK**

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Agency agree to perform the following services to the level of performance as herein stated:

**A. Contractor Responsibilities**

1. Contractor will accept referrals from staff of Belmont, Morgan and Jefferson County for children placed in county licensed Treatment Foster homes. Services will include, but not necessarily limited to, behavior management, consultation, parent education, follow-up, and crisis services. Services may be provided in-person or virtually.
2. Contractor responsibilities include: conducting educational and support groups, conducting assessments of children and youth in Treatment Foster homes, meeting with treatment foster parents, developing and implementing intervention plans, ongoing monitoring and revisions (if necessary) of plans, being available via phone or in person during crises, providing reports to staff of referring agencies, etc.
3. Contractor agrees to provide Treatment Foster Homes and agency staff with an emergency contact number.
4. Contractor agrees that all records, documents and client records processed by provider under this contract are confidential and shall be handled per applicable guidelines.
5. Contractor agrees that they will not use any information or records created under this contract for any purpose other than to fulfill the contractual duties specified within this contract.
6. Contractor shall meet all service requirements of this contract.
7. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Agency's right to terminate, cancel, rescind, and modify this contract as well as Agency's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
8. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Agency's right to terminate, cancel, rescind, and modify this contract as well as Agency's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

**B. Agency Responsibilities**

1. Agencies will refer eligible families and children to the contractor.
2. Agency will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

**C. Performance Standards**

To reach the outcome and purpose stated herein, performance of services under this contract must meet the following standards: Contractor will meet, either virtually or in person with foster families referred for services within 48 hours of the time of referral.

**D. Performance Reporting**

1. Contractor will complete monthly billing and provide to the Agency an invoice for services provided and incorporated into this agreement. These reports are due on the 10<sup>th</sup> of the following month and will include all required information for the entire prior month, from the 1<sup>st</sup> to the last day of that month.
2. Agency agrees to compensate contractor a rate of \$40.00 per quarter hour for all services provided including direct services to the foster family, youth, attending Family Team Meetings, treatment plan reviews when the foster family and/or child are participants (either virtually or in person).
3. Monthly invoices will include the Name of the Foster Family and child being served and the hours of service provided.

**E. Evaluation and Monitoring**

Agency shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to

both off - and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Agency will provide Contractor with notice prior to any evaluation or monitoring activity. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Agency's rights of termination, cancellation, rescission, modification, remuneration and repayment.

**VI AVAILABILITY OF FUNDS**

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed \$65,000.

All financial obligations of Agency under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

**VII ALLOWABLE COSTS**

Agency will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

**VIII BILLING, PAYMENT AND COSTS**

Invoices will be submitted each month by the Contractor no later than the 10<sup>th</sup> day of the following month. Failure to submit this information on time may be a breach of this contract. Agency will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Agency may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

**IX DUPLICATE BILLING**

Contractor warrants that claims made to Agency for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit use of multiple sources of funds, public or private, to serve participants, as long as each service is not paid for more than once.

**X AUDIT RESPONSIBILITY AND REPAYMENT**

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract. Audits may be conducted using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

Contractor agrees to repay Agency the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Agency may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract, if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.

Agency, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

**XI DISPOSITION OF ASSETS**

Assets purchased under this agreement shall be the property of Agency and shall be delivered to Agency when the term of this contract expires.

**XII WARRANTY**

Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

**XIII INSURANCE**

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage.

**XIV NOTICE**

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

**XV AVAILABILITY AND RETENTION OF RECORDS**

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Agency all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Agency, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

**XVI CONFIDENTIALITY**

Contractor agrees to comply with all federal and state laws applicable to Agency and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Agency's consumers for any purpose not directly related to the performance of this contract is prohibited.

**XVII CONFLICT OF INTEREST AND DISCLOSURE**

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Agency, as long as this other work does not interfere with Contractor's performance of services under this contract.

Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Agency's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Agency will gain financially or receive personal favors as a result of the signing or implementation of this contract.

Contractor will report the discovery of any potential conflict of interest to Agency. Should a conflict of interest be discovered during the term of this contract, Agency may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.

Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a County employee has with Contractor or in its business.

**XVIII COMPLIANCE**

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the BCDJFS's policy in the performance of work under this contract. Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees. Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

**XIX RELATIONSHIP**

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Agency. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Agency, the Belmont County Board of Commissioners and the BCDJFS.

**XX ASSIGNMENTS**

Contractor shall not assign this contract without express, prior, written approval of Agency.

**XXI SUBCONTRACTS**

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Agency.

In the event Agency approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

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Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

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Contractor agrees to protect, defend, indemnify and hold free and harmless Agency, its officers, employees and agents, the Belmont County Board of County Commissioners and the BCDJFS against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

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**SIGNATURES**

<u>Jeffery Felton /s/</u> <b>Jeffery L. Felton, Director</b> <b>Belmont County Department of Job and Family Services</b>	<u>9/9/2024</u> <b>Date</b>
<u>J. P. Dutton /s/</u> <b>J.P. Dutton, Belmont County Commissioner</b>	<u>9-11-24</u> <b>Date</b>
<u>Josh Meyer /s/</u> <b>Josh Meyer, Belmont County Commissioner</b>	<u>9-11-24</u> <b>Date</b>
<u>Jerry Echemann /s/</u> <b>Jerry Echemann, Belmont County Commissioner</b>	<u>9-11-24</u> <b>Date</b>
<u>Katie Kendall /s/</u> <b>Kendall Behavior Solutions</b>	<u>9/9/2024</u> <b>Date</b>
<u>Jacob Manning /s/</u> <b>Approved as to form:</b> <b>Belmont County Prosecutor</b>	<u>9/9/2024</u> <b>Date</b>

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ADVERTISING FOR A REQUEST FOR PROPOSALS FOR MEDICAID NON-EMERGENCY TRANSPORTATION (NET) TRANSPORTATION PROVIDERS/DJFS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to advertise a **Request for Proposals** for Medicaid Non-Emergency Transportation (NET) transportation providers for Belmont County Department of Job and Family Services.

**LEGAL NOTICE OF OPPORTUNITY FOR REQUEST FOR PROPOSALS TO PROVIDE MEDICAID NON-EMERGENCY TRANSPORTATION CLIENT SERVICES IN BELMONT COUNTY, OHIO**

The Belmont County Department of Job and Family Services (BCDJFS) in coordination with the Belmont County Board of Commissioners (Commissioners or County) is accepting sealed bids until **9:30 AM on Wednesday, October 2, 2024** from medical transportation organizations to provide Medicaid Non-Emergency Transportation (NET) for eligible clients in Belmont County. Invitations to bid with instructions and conditions for bidding are available from the **Belmont County Department of Job and Family Services, 68145 Hammond Road, St. Clairsville OH 43950**. Interested parties may request the Invitation to Bid normal agency business hours, Monday through Friday 8:00 AM-4:00 PM. **Questions regarding this legal notice or requests for the bid packet may be directed to Jeffery Felton, Director at 740-579-0279 or to Jack Regis, Jr., Fiscal Administrator at 740-579-0328**. The bid(s) will be awarded to the organizations that meet the bid criteria and are willing to provide the services at the lowest and best rate as determined from the bid(s) received and subsequent review. More than one (1) proposal may be accepted. Bidders must meet the qualifications outlined in the Invitation to Bid (ITB). BCDJFS reserves the right to reject any and all bids.

**PROSPECTIVE BIDDERS ARE REQUIRED TO ATTEND A MANDATORY BIDDER’S CONFERENCE ON TUESDAY, SEPTEMBER 24, 2024, AT 10:00 AM AT THE BCDJFS, 68145 HAMMOND ROAD, ST. CLAIRSVILLE OH 43950. FAILURE TO ATTEND THIS CONFERENCE WILL RESULT IN THE REJECTION OF A SUBMITTED BID.**

Interested bidders must bid on the specifications outlined in the ITB which, generally, is for NET services for eligible Belmont County Medicaid clients. Contracts are awarded based on the full calendar year and providers are expected to provide NET services for the entire contract period with transportation to and from medical facilities and providers in the tri-state area. In addition to ITB guidelines, the bidder must also provide all necessary information verifying vehicle and employee safety, training certifications, employee criminal background checks and driver abstracts, employee health information, liability insurance information, proof of coverage of Ohio Worker’s Compensation coverage, ability to follow and adhere to public transportation safety guidelines including regulations to address public health emergencies and pandemic regulations as well as other business licenses as applicable and relevant.

The County is interested in contracting on an annual basis for these services with the ability to extend the contract for two (2) additional years of service at the same rate as specified in the first-year contract. The potential contractual period will cover calendar years 2025, 2026, and 2027. **Bidders will be required to meet other regulations for government contracting and adapt to state and federal policy regulations that may change during the contract period(s). See the ITB.** The successful bidder(s) will be known as the Vendor in the resulting contract from the ITB.

The bid opening will be on **Wednesday, October 2, 2024 at 9:30 AM at the Belmont County Courthouse, Commissioners Office**, during the normal business of the County Commissioners regular weekly meeting agenda.

(Advertised in the Times Leader on Saturday, September 14<sup>th</sup> and September 21<sup>st</sup> and on the County Commissioners and BCDJFS web sites from September 16-October 2)

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ENTERING INTO AN AGREEMENT FOR THE BLAINE HILL FORCE MAIN REPLACEMENT PROJECT WITH OHIO-WEST VIRGINIA EXCAVATING CO AND SIGN THE NOTICE TO PROCEED**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into an agreement for the **Blaine Hill Force Main Replacement Project** with Ohio-West Virginia Excavating Co., in the amount of \$1,183,481.00, and sign the Notice to Proceed, based upon the recommendation of Jeff Vaughn, Project Engineer.

AGREEMENT

1. This Agreement is dated as of the 11<sup>th</sup> day of SEPTEMBER in the year 2024, by and between the Belmont County Commission hereinafter called Owner, and Ohio-West Virginia Excavating Co., hereinafter called Contractor.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

**Blaine Hill Force Main Replacement**

ARTICLE 2 - ENGINEER

The Project has been designed by Vaughn, Coast & Vaughn, 154 South Marietta St., St. Clairsville, OH, who is hereinafter called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.1 The work will be fully completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions and the Notice to Proceed.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work, or designated part, is not complete within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One thousand dollars (\$1,000.00) for each calendar day that expires after the time specified for Substantial Completion, in Paragraph 3.1 of this Agreement, until the Work, or designated part, is Substantially Complete.

ARTICLE 4 - CONTRACT PRICE

- 4.1 Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

**One million one hundred eighty-three thousand four hundred eighty-one dollars and zero cents**  
Written

**\$1,183,481.00**  
Numeric

ARTICLE 5 - PAYMENT PROCEDURES

Contractor shall submit Applications for Payment to the Engineer. Applications for Payment will be reviewed and processed by Engineer, submitted to the Owner for final approval prior to any payment being processed.

- 5.1 Progress Payments. OWNER shall make progress payments on account of the CONTRACT PRICE on the basis of CONTRACTOR'S APPLICATIONS FOR PAYMENT as recommended by ENGINEER, as provided below. All progress payments will be on the basis of the progress of the work measured by the unit prices provided for in Paragraph 14.01 of the GENERAL CONDITIONS.
- 5.1.1 Prior to Fifty Percent (50%) Completion, progress payments will be in an amount equal to: 92% of the work completed and materials and equipment not incorporated in the work but delivered and suitably stored less in each case the aggregate of payments previously made.
- 5.1.2 Upon Fifty Percent (50%) Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 96% of the CONTRACT PRICE, less such amounts as ENGINEER shall determine in accordance with Paragraph 14.02 of the GENERAL CONDITIONS.
- 5.2 Final Payment. Upon final completion and acceptance of the work in accordance with Paragraph 14.07 of the GENERAL CONDITIONS, OWNER shall pay the remainder of the CONTRACT PRICE as recommended by ENGINEER as provided in said Paragraph 14.07.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 6.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws,



ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

- 6.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 6.3 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 6.4 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 7 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consists of the following:

- 7.1 Advertisement for Bids
- 7.2 This Agreement, pages 00500-1 to 00500-5, inclusive.
- 7.3 Ohio Guaranty Bonds, identified as exhibit 00605.
- 7.4 Notice of Award.
- 7.5 Notice to Proceed.
- 7.6 General Conditions, pages 1 to 62, inclusive.
- 7.7 Supplementary Conditions, pages 00800-1 to 00800-7 inclusive.
- 7.8 Specifications bearing the title:  

**Belmont County Water & Sewer District  
Blaine Hill Force Main Replacement**
- 7.9 Drawings, consisting of sheets numbered A-D, 1-13, SD-1-4 inclusive with each sheet bearing the following general title:  

**Belmont County Water & Sewer District  
Blaine Hill Force Main Replacement**

- 7.10 Addenda Numbers 1-2, inclusive.
- 7.11 Contractor's Bid.
- 7.12 Documentation submitted by Contractor prior to Notice of Award, pages \_\_\_\_\_ to \_\_\_\_\_, inclusive.
- 7.13 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

ARTICLE 8 - MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

**\*\*\* REMAINDER OF SHEET IS INTENTIONALLY BLANK \*\*\***



ARTICLE 10 - OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed four copies of this Agreement. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on SEPT. 11, 2024.

OWNER: Belmont County Commission

Jerry Eschman

BY: [Signature]

X [Signature]

ATTEST: Bonnie Humpal

APPROVED AS TO FORM:

[Signature]  
PROSECUTING ATTORNEY

Address for giving notices:

Belmont County Courthouse  
100 N. Main St.  
St. Clairsville, OH 43950

CONTRACTOR Ohio-West Virginia Excavating Co.

[Signature]

BY: Brian Hendershot, Pres.



ATTEST: [Signature]



Address for giving notices:

Ohio West Virginia Excavating Co  
P.O. Box 128  
Powhatan Point, OH 43942

Telephone No. \_\_\_\_\_

FAX No. \_\_\_\_\_

NOTICE TO PROCEED

To: Ohio-West Virginia Excavating Co. Date: \_\_\_\_\_  
P. O. Box 128 Project: Blaine Hill Force Main Replacement  
Powhatan Point, OH 43942

You are hereby notified to commence work in accordance with the Agreement dated SEPT. 11, 2024  
on or before \_\_\_\_\_, and fully complete the Work within 300 consecutive calendar days.  
The date of completion of all Work is therefore \_\_\_\_\_.

Belmont County Commission

Jeff Echemann X APD  
By: [Signature]  
Title: \_\_\_\_\_

Acceptance of Notice

Receipt of the above Notice to Proceed  
is hereby acknowledged by

\_\_\_\_\_  
this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**OHIO DEPARTMENT OF DEVELOPMENT WATER AND WASTEWATER  
INFRASTRUCTURE PROGRAM GRANT AGREEMENT FOR THE  
BLAINE HILL GRAVITY FORCE MAIN REPLACEMENT PROJECT**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to sign the First Amendment to the Ohio Department of Development Water and Wastewater Infrastructure Program Grant Agreement for the Blaine Hill Gravity Force Main Replacement Project changing the expiration date from December 31, 2024 to May 31, 2025.

**FIRST AMENDMENT  
TO  
WATER AND WASTEWATER INFRASTRUCTURE PROGRAM  
GRANT AGREEMENT**

This First Amendment to Grant Agreement (this “**Amendment**”) is made and entered into, effective as of the latest date of signature below (the “**Effective Date**”), by and between the **State of Ohio, Department of Development (“Grantor”)**; and **Belmont County Board of Commissioners (“Grantee”)**. This Amendment shall have a Control Number of DEV-2021-181049A.

**RECITALS**

**WHEREAS**, Grantor and Grantee entered into that certain Grant Agreement, dated effective as January 1, 2023 with a Control Number DEV-2021-181049 (the “**Agreement**”);

**WHEREAS**, Grantor and Grantee wish to amend the Agreement in order to extend the Expiration Date.

**NOW, THEREFORE**, in consideration of mutual benefits and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be bound, hereby agree as follows:

1. The Expiration Date of December 31, 2024 enumerated within the first paragraph of the first page of the Agreement is hereby deleted in its entirety and replaced with the following:

May 31, 2025

2. Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

**Funding Source.** The American Rescue Plan Act was signed into law March 11, 2021 and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program. This program was intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses. On May 17, 2021, the United States Department of the Treasury awarded Grantor a total of \$5,368,641,726.00 pursuant to the SLFRF program (Assistance Listing No. 21.027) identified as federal award identification number SLFRP0130. Grantee agrees to comply with all requirements of the SLFRF.

3. This Amendment will become a part of the Agreement on the Effective Date. All other terms and conditions in the Agreement remain in full force and effect and are binding on the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matters herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment control.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the duly authorized representatives of the parties have duly executed this Amendment as of the dates set forth below.

GRANTEE:

**Belmont County Board of Commissioners**

GRANTOR:

**State of Ohio  
Department of Development  
Lydia L. Mihalik, Director**

By: Jerry Echemann

By: \_\_\_\_\_

Printed Name: Jerry Echemann

Printed Name: \_\_\_\_\_

Title: Commission President

Title: \_\_\_\_\_

Date: 9-11-24

Date: \_\_\_\_\_

DEV-2021-181049A

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Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Yes

**ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM  
GRANT AGREEMENT, GRANT NUMBER 3-39-0007-019-2024**

Motion, made by Mr. Meyer, seconded by Mr. Dutton as the co-sponsor for the Belmont County Regional Airport Authority, to authorize the President of the Board of Belmont County Commissioners, Jerry Echemann, to execute the Federal Aviation Administration Airport Improvement Program Grant Agreement, Grant Number 3-39-0007-019-2024, in the maximum amount of \$304,681.00 for the Barnesville-Bradfield Airport.

*Note: These funds will be used for design only to shift existing taxiway, rehabilitate west apron, relocate access road and hangar access road slip repair.*

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Yes

**Discussion-**

Jeff Felton, DJFS Director, said currently more children are placed in agency foster homes than in purchased foster homes for the first time since he has been the director. He said it is better to keep the children in the community, schools and closer to family. Kendall Behavioral Solutions provides support and educational groups for foster families. Mr. Felton added Belmont County is the lead county to develop treatment foster homes. They are working with Jefferson and Morgan counties. Kendall Behavioral Solutions will work with children with significant mental health issues.

Jack Regis, DJFS Fiscal Administrator, said the RFP for the Medicaid Non-Emergency Transportation is done every three years. Transportation is provided to Medicaid eligible clients in Belmont County to attend necessary Medicaid approved medical appointments and treatments. Approximately \$1.3 to \$1.5 million a year is what is brought in to the local economy through this program. It is all federal and state dollars, no local funds are used.

Mr. Dutton said Katie Bayness handles HR for employees underneath the Commissioners. Other elected official handles their own HR, but have reached out to her for guidance. He said he appreciates the good work she has done while she was here.

**OPEN PUBLIC FORUM**-Frank Papini, Bridgeport, inquired what is the capacity of the new water plant. He said Bridgeport is having issues with their water. Mr. Echemann said the capacity is six million, but that amount can not be produced. The plant is currently producing about five million gallons daily. Mr. Dutton said they are currently looking for a backup water source.

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:08 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of public employees.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

Mr. Echemann left executive session before adjournment.

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:59 P.M.**

Motion made by Mr. Meyer, seconded by Mr. Dutton to exit executive session at 12:59 p.m.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

Mr. Meyer said as a result of executive session there is one motion to be considered.

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF  
BAYLEE HALL, FULL-TIME ASSISTANT DOG WARDEN**

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept the resignation of Baylee Hall, full-time Assistant Dog Warden for the Belmont County Animal Shelter, effective September 5, 2024.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

Mr. Meyer said there is one additional motion that was not a result of executive session.

**IN THE MATTER OF ADOPTING RESOLUTION TO RENEW  
WITH CEBCO-ANTHEM BLUE CROSS BLUE SHIELD**

Motion made by Mr. Meyer, seconded by Mr. Dutton to adopt the resolution to renew with the County Employee Benefits Consortium of Ohio (CEBCO) - Anthem Blue Cross Blue Shield for Belmont County Employees, effective January 1, 2025 to December 31, 2025 as follows:

- Health and Prescription Insurance Carrier
- Delta Dental
- VSP Vision

**Belmont County Employees**  
Employee Benefits- Renewal Resolution  
September 11, 2024

Motion made by Commissioner Meyer, seconded by Commissioner Dutton to adopt the following resolution:

Be it resolved, that the Belmont County Commission has made the following decisions pertaining to the 01/01/2025 insurance renewals of their employee benefits package:

- 1) The Belmont County Commission has decided to change the medical plan design to a \$1,000 deductible with CEBCO- Anthem BCBS as the health and prescription insurance carrier for Belmont County Employees effective January 1, 2025- December 31, 2025. The HDHP option will be indexed to align with IRS requirements to remain H.S.A. qualified to \$3,500/\$7,000.  
The premiums will be as follows:  
**PPO Plan "A": Single \$842.60 | Family \$2,221.06**  
**HDHP Plan "B": Single \$799.42 | Family \$2,100.30**
- 2) The Belmont County Commission has decided to discontinue the Flexible Spending Account.  
The Belmont County Commission has decided to discontinue the Health Savings Account contribution.
- 3) The Belmont County Commission has decided to enrichen the current dental plan by increasing the current annual maximum from \$1,250 to \$1,500. The estimated increase to the County's contribution will be 2.75% over current.

September 11, 2024

The premiums will be as follows:

**Single \$19.52 | Family \$53.29**

4) The Belmont County Board of Developmental Disabilities will be included in the county's dental coverage.

5) The Belmont County Commission has decided to renew with the current vision plan with VSP.

The premiums will remain as follows:

**Single \$7.59 | Family \$14.76**

6) The Belmont County Commission has decided to add a \$50/month spousal surcharge for spouses remaining on the plan when coverage is available at their place of employment.

**Signed by the Commissioners on**

9-11-24

**Jerry Echemann, President**

**Josh Meyer, Vice-President**

**J.P. Dutton, Commissioner**

Josh Meyer /s/

J. P. Dutton /s/

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 1:00 P.M.**

Motion made by Mr. Meyer, seconded by Mr. Dutton to adjourn the meeting at 1:00 p.m.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

Read, approved and signed this 18th day of September, 2024.

Jerry Echemann /s/

J. P. Dutton /s/ COUNTY COMMISSIONERS

Josh Meyer /s/

We, Jerry Echemann and Bonnie Zuzak, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

Jerry Echemann /s/ PRESIDENT

Bonnie Zuzak /s/ CLERK